

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: December 21, 2005

Division: County Administrator

Bulk Item: Yes x No

Department: County Administrator

Staff Contact Person: Connie Cyr

AGENDA ITEM WORDING: Approval of Addendum to the Lease Contract with Lazy Days RV Center, Inc. for the lease of 8 travel trailers to make available to County employees affected by Hurricane Wilma.

ITEM BACKGROUND: This Contract is an addendum to the original 48 trailer and as of the deadline time to apply for the travel trailers, an additional 8 trailers were needed to finalize the list of needed trailers.

PREVIOUS RELEVANT BOCC ACTION:

At the November 15, 2005 BOCC meeting the Commission approved a lease agreement with Lazy Days RV center for travel trailer to use as temporary housing for County employees and at the December 7, 2005 BOCC Special meeting approved of an addendum to the contract.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval of Lease Contract with direction to the County Clerk to process payment immediately.

TOTAL COST: \$113,664.00

BUDGETED: Yes No X

COST TO COUNTY: \$113,664 (To be reimbursed from Federal/State Government with a maximum cost to County not to exceed 12 ½ % of total cost.)

REVENUE PRODUCING: Yes No x **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty smg OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

Thomas J. Willi

(Thomas J. Willi)

DOCUMENTATION: Included x Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Lazy Days RV Center Contract #
Effective Date:
Expiration Date:

Contract Purpose/Description:

Lease Contract with Lazy Days RV Center, Inc for the lease of 8 more travel trailers to finalize the list as of the deadline date of application.

Contract Manager:	<u>Connie Cyr</u> (Name)	<u>4443</u> (Ext.)	<u>County Administrator/Stop #1</u> (Department/Stop #)
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for BOCC meeting on 12/21/05 Agenda Deadline: 12/6/05

CONTRACT COSTS

Total Dollar Value of Contract: \$	113,664.00	Current Year Portion: \$
	0 to be reimbursed with 12 1/2% max to County	

Budgeted? Yes ☐ No ☒ Account Codes: 0459105-530440- - -

Grant: \$ _____ - - -

County Match: \$ _____ - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr For: _____
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
Risk Management	<u>12-19-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slane</u>	<u>12-19-05</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
County Attorney	<u>12/19/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>James J. Ginaldi</u>	<u>12-19/05</u>

Comments: _____

**ADDENDUM TO CONTRACT BETWEEN LAZYDAYS AND THE MONROE COUNTY BOARD OF COMMISSIONERS DATED NOVEMBER 10, 2005 THIS
ADDENDUM REFERS TO ADDITIONAL UNITS TO BE SUPPLIED OVER AND ABOVE THE ORIGINAL CONTRACT**

Date of Agreement: 11/29/05

Lazydays Representative's Name: Jay Fink
Print Name

Account Number _____

Extension: 4380

Customer Information

Lessee Monroe County Board of Commissioners
Address 1100 Simonton St. Suite 205
City Key West State FL Zip 33040
Phone 305-292-4441
Phone #2 _____
E-mail address: _____

Delivery Information

Deliver to: Various County Employee Addresses/See bill of lading copies
Address _____
City _____ State _____ Zip _____
Phone: _____
Phone #2: _____

Vehicle Information

2006 Forest River 31QBSS* (*See Substitution Clause)
Year Make, Model, & Size
Vin # _____
Odometer Reading _____ Stock # _____

Insurance Information

Insurance Agent N/A
Policy # _____
Insurance Company _____
Address _____
City _____ State _____ Zip _____

LEASE TERMS

Monthly Lease Payment/Initial Fee

	Monthly Payment	Set-Up/Support/Removal One Time Fee (nonrefundable)
Amount	8 @ \$1955.00 \$15,640.00 8 @ \$1950.00	\$ 15,600.00
Insurance	8 @ \$88.00	\$704.00
Sale Tax @ 7%	<u>EXEMPT</u>	<u>EXEMPT</u>
Total Lease Payment	\$16,344.00	15,600.00

Other Terms: _____

Total Fee Over Lease Period

Contracted Months	<u>8</u>
Total Lease Payment	<u>\$98,064.00</u>
Set-Up/Support/Removal	<u>\$15,600.00</u>
Total Contract Price	\$113,664.00

Lessor has granted a security interest in the recreational vehicle subject to this Lease and every right to payment with respect to this Lease (including without limitation every account, account receivable, instrument, note, draft, acceptance, document, and chattel paper) to Bank of America, N.A., as Agent. This Lease and all payments and proceeds of this Lease have been assigned to Bank of America, N.A., as Agent. No further transfer or disposition of Lessee's rights in the lease, the subject unit or any payments or proceeds associated with this Lease is permitted. Lessee agrees that the subject unit will not be transferred outside the State of Florida at any time. This agreement, and the attached terms and conditions, contain the entire agreement and understanding between you and me. All discussions, negotiations, representations, statements and inducements which are a part of the basis of the bargain between you and me and which are important to me are written in this contract and a part of this contract are agreed by me to be a part of the basis of the bargain between you and me. **I AGREE THAT ANY STATEMENTS, REPRESENTATIONS, WARRANTIES OR INDUCEMENTS, VERBAL OR WRITTEN, WHICH ARE NOT SPECIFICALLY WRITTEN IN THE AGREEMENT SHALL NOT BE BINDING ON ANY PARTY.** LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE VEHICLE IS MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE.

I acknowledge receipt of a copy of this lease contract, and I have read, understand, and agree with all the terms on all three pages.

Manager Lazy Days R.V. Center, Inc.
Lessor not valid unless signed by a manager

Lessee: _____
Attest: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Susan M. Grimsley
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

 COPY

Meeting Date: December 21⁰⁷, 2005

Division: County Administrator

Bulk Item: Yes x No

Department: County Administrator

Staff Contact Person: Connie Cyr

AGENDA ITEM WORDING: Ratification and Approval of Addendum to the Lease Contract with Lazy Days RV Center, Inc. for the lease of 18 travel trailers to make available to County employees affected by Hurricane Wilma.

ITEM BACKGROUND: Monroe County Employees have suffered significant damage to their primary residences due to Hurricane Wilma and it is essential to maintain all County operations especially during this time of disaster recovery; therefore, all County employees need to be given priority consideration for temporary RV housing. This Contract is an addendum to the original 40 trailer and this will allow 18 addition trailers to be available for County employees.

PREVIOUS RELEVANT BOCC ACTION:

At the November 15, 2005 BOCC meeting the Commission approve of a lease agreement with Lazy Days RV center for travel trailer to use as temporary housing for County employees.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval of Lease Contract with direction to the County Clerk to process payment immediately.

TOTAL COST: \$185,544

BUDGETED: Yes No X

COST TO COUNTY: \$185,544 (To be reimbursed from Federal/State Government with a maximum cost to County not to exceed 12 ½ % of total cost.

REVENUE PRODUCING: Yes No x **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL: Thomas J Willi
(Thomas J. Willi)

DOCUMENTATION: Included x Not Required

DISPOSITION: **AGENDA ITEM #**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Lazy Days RV Center Contract #
Effective Date:
Expiration Date:

Contract Purpose/Description:

Lease Contract with Lazy Days RV Center, Inc for the lease of 18 more travel trailers to make available to County employees affected by Hurricane Wilma.

Contract Manager:	<u>Connie Cyr</u>	<u>4443</u>	<u>County Administrator/Stop #1</u>
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on 12/21/05 Agenda Deadline: 12/6/05

CONTRACT COSTS

Total Dollar Value of Contract: \$	185,000 to be reimbursed with 12 1/2% max to County	Current Year Portion: \$
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Budgeted? Yes ☐ No ☒ Account Codes: 0459105-530440-_____-_____-_____
Grant: \$ _____ - - - - -
County Match: \$ _____ - - - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr
(Not included in dollar value above)

For: _____
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
Risk Management	<u>12-6-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slawick</u>	<u>12-6-05</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
County Attorney	<u>12/6/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>J. M. Sumsley</u>	<u>12-6-05</u>

Comments: _____

**ADDENDUM TO CONTRACT BETWEEN LAZYDAYS AND THE MONROE COUNTY BOARD OF COMMISSIONERS DATED NOVEMBER 10, 2005 THIS
ADDENDUM REFERS TO ADDITIONAL UNITS TO BE SUPPLIED OVER AND ABOVE THE ORIGINAL CONTRACT**

Date of Agreement: 11/29/05Lazydays Representative's Name: Jay Pirk
Print Name

Account Number _____

Extension: 4380

Customer Information

Lessee Monroe County Board of Commissioners
 Address 1100 Simonton St. Suite 205
 City Key West State FL Zip 33040
 Phone 305-292-4441
 Phone #2 _____
 E-mail address: _____

Delivery Information

Deliver to: Various County Employee Addresses/See bill of lading copies
 Address _____
 City _____ State _____ Zip _____
 Phone: _____
 Phone #2: _____

Vehicle Information

2006 Forest River 3100SS (*See Substitution Clause)
 Year Make, Model, & Size
 Vin # _____
 Odometer Reading _____ Stock # _____

Insurance Information

Insurance
 Agent N/A
 Policy # _____
 Insurance Company _____
 Address _____
 City _____ State _____ Zip _____

LEASE TERMS

Monthly Lease Payment/Initial Fee

	Monthly Payment	Set-Up/Support/Removal One Time Fee (nonrefundable)
Amount	18 @ \$1965.00 \$35,190.00	18 @ \$1950.00 \$35,100.00
Insurance	18 @ \$88.00 \$1,584.00	
Sale Tax @ 7%	<u>EXEMPT</u>	<u>EXEMPT</u>
Total Lease Payment	\$36,774.00	\$35,100.00

Other Terms: _____

Total Fee Over Lease Period

Contracted Months	18
Total Lease Payment	\$220,644.00
Set-Up/Support/Removal	\$35,100.00
Total Contract Price	\$255,744.00

Lessor has granted a security interest in the recreational vehicle subject to this Lease and every right to payment with respect to this Lease (including without limitation every account, account receivable, instrument, note, draft, acceptance, document, and chattel paper) to Bank of America, N.A., as Agent. This Lease and all payments and proceeds of this Lease have been assigned to Bank of America, N.A., as Agent. No further transfer or disposition of Lessee's rights in the lease, the subject unit or any payments or proceeds associated with this Lease is permitted. Lessee agrees that the subject unit will not be transferred outside the State of Florida at any time.

This agreement, and the attached terms and conditions, contain the entire agreement and understanding between you and me. All discussions, negotiations, representations, statements and inducements which are a part of the basis of the bargain between you and me and which are important to me are written in this contract and a part of this contract are agreed by me to be a part of the basis of the bargain between you and me. I AGREE THAT ANY STATEMENTS, REPRESENTATIONS, WARRANTIES OR INDUCEMENTS, VERBAL OR WRITTEN, WHICH ARE NOT SPECIFICALLY WRITTEN IN THE AGREEMENT SHALL NOT BE BINDING ON ANY PARTY.

LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE VEHICLE IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE.

Manager [Signature]
 Lazy Days R.V. Center, Inc.
 Lessor not valid unless signed by a manager _____

I acknowledge receipt of a copy of this lease contract, and I have read, understand, and agree with all the terms of all three copies.

Lessee: [Signature] 12/2/05
 Attest: _____

**MONROE COUNTY ATTORNEY
 APPROVED AS TO FORM:
 [Signature]
 SUSAN M. GRIMSLEY
 ASSISTANT COUNTY ATTORNEY**

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY



Meeting Date: November 15, 2005

Division: County Administration

Bulk Item: Yes ☐ No ☒

Department: County Administration

Staff Contact Person: Debbie Frederick

AGENDA ITEM WORDING:

Approval of Lease Contract with Lazy Days RV Center, Inc. for the lease of 40 travel trailers to make available to County employees affected by Hurricane Wilma.

ITEM BACKGROUND:

Monroe County employees have suffered significant damage to their primary residences due to Hurricane Wilma and it is essential to maintain all County operations especially during this time of disaster recovery; therefore, all County employees need to be given priority consideration for temporary RV housing. This Contract will allow Monroe County to lease 40 travel trailers to make available to affected County employees.

PREVIOUS RELEVANT BOCC ACTION:

N/A

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval of Lease Contract with direction to the County Clerk to process payment immediately.

TOTAL COST: \$568,320

BUDGETED: Yes ☐ No ☐

COST TO COUNTY: \$568,320 (To be reimbursed from Federal/State Government with a maximum cost to the County not to exceed 12 ½ % of total cost.)

REVENUE PRODUCING: Yes ☐ No ☒ **AMOUNT PER MONTH** ☐ **Year** ☐

APPROVED BY: County Atty ☒ OMB/Purchasing ☒ Risk Management ☒

DIVISION DIRECTOR APPROVAL: Thomas Willi
Thomas J. Willi

DOCUMENTATION: Included ☒ Not Required ☐

DISPOSITION: _____

AGENDA ITEM # _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Lazy Days RV Center Contract #

Effective Date:

Expiration Date:

Contract Purpose/Description:

Lease Contract with Lazy Days RV Center, inc. for the lease of 40 travel trailers to make available to County employees affected by Hurricane Wilma.

Contract Manager: Debbie Frederick 4741 Co. Administration/Stop #1
(Name) (Ext.) (Department/Stop #)

for BOCC meeting on 11/15/05 Agenda Deadline:

CONTRACT COSTS

Total Dollar Value of Contract: \$ 568,320 - to Current Year Portion: \$
be
reimbursed
with 12
1/2% max.
to County

Budgeted? Yes ☐ No ☐ Account Codes: 0459105 530410

Grant: \$

County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u> </u>	<u> </u>
Risk Management	<u>12-6-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slawik</u>	<u>12-6-05</u>
O.M.B./Purchasing	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u> </u>	<u> </u>
County Attorney	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u> </u>	<u> </u>

Comments:

Lazydays

NUMBER ONE IN RV'S
6130 Lazy Days Blvd. Seffner, Florida 33584-2968
Local (813)246-4333/Sales (800)626-7800/Service (800)282-7800

LEASE CONTRACT

Date of Agreement: _____

Account Number: _____

Lazydays Representative's Name: _____
Print Name

Extension: _____

Customer Information

Lessee Monroe County Board of County Commissioners
Address 1100 Simonton St., Suite 205
City Key West State FL Zip 33040
Phone _____
Phone #2 _____
E-mail address: _____

Delivery Information

Deliver to: _____
Address _____
City _____ State _____ Zip _____
Phone: _____
Phone #2: _____

Vehicle Information

2006 Forest River 31QBSS* (*See Substitution Clause)
Year Make, Model, & Size
Vin # _____
Odometer Reading _____ Stock # _____

Insurance Information

Insurance
Agent _____
Policy # _____
Insurance Company _____
Address _____
City _____ State _____ Zip _____

LEASE TERMS

Monthly Lease Payment/Initial Fee

	Monthly Payment	Set-Up/Support/Removal One Time Fee (nonrefundable)
Amount	40 @ \$1,955: <u>\$78,200.00</u>	40 @ \$1,950: <u>78,000.00</u>
Insurance	40 @ \$88: <u>\$3,520.00</u>	
Sale Tax @ 7%	<u>EXEMPT</u>	<u>EXEMPT</u>
Total Lease Payment	<u>\$81,720.00</u>	<u>78,000.00</u>

Other Terms: _____

Total Fee Over Lease Period

Contracted Months	<u>6</u>
Total Lease Payment	<u>\$490,320.00</u>
Set-Up/Support/Removal	<u>\$78,000.00</u>
Total Contract Price	<u>\$568,320.00</u>

Lessor has granted a security interest in the recreational vehicle subject to this Lease and every right to payment with respect to this Lease (including without limitation every account, account receivable, instrument, note, draft, acceptance, document, and chattel paper) to Bank of America, N.A., as Agent. This Lease and all payments and proceeds of this Lease have been assigned to Bank of America, N.A., as Agent. No further transfer or disposition of Lessee's rights in the lease, the subject unit or any payments or proceeds associated with this Lease is permitted. Lessee agrees that the subject unit will not be transferred outside the State of Florida at any time.

This agreement, and the attached terms and conditions, contain the entire agreement and understanding between you and me. All discussions, negotiations, representations, statements and inducements which are a part of the basis of the bargain between you and me and which are important to me are written in this contract and a part of this contract are agreed by me to be a part of the basis of the bargain between you and me. I AGREE THAT ANY STATEMENTS, REPRESENTATIONS, WARRANTIES OR INDUCEMENTS, VERBAL OR WRITTEN, WHICH ARE NOT SPECIFICALLY WRITTEN IN THE AGREEMENT SHALL NOT BE BINDING ON ANY PARTY.

LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE VEHICLE IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE.

Manager _____

Lazy Days R.V. Center, Inc.

Lessor not valid unless signed by a manager

I acknowledge receipt of a copy of this lease contract, and I have read, understand, and agree with all the terms on all these pages.

Dixie M. Spehar Lessee

(SEAL)

ATTEST: DANNY L. KOWHAGE CLERK

BY Danny L. Kowhage
DEPUTY CLERK 11.16.05

Dixie M. Spehar, Mayor Lessee

**TERMS AND CONDITIONS APPLYING TO THE
LAZYDAYS RV CENTER, INC.
LEASE CONTRACT
(TOWABLES)**

These Terms and Conditions and the Lease Contract signed by You together constitute the contract ("Contract") for the lease of each vehicle referred to on page one and all of its equipment, hereafter called "Vehicle". The Contract is between the **Monroe County Board of County Commissioners**, referred to herein as "You" or "Lessee") and **Lazy Days RV Center, Inc.**, a Florida Corporation, its subsidiaries, affiliates, and agents (referred to herein as "Lazydays" or "Lessor"). "User" refers to the individual who Lessee authorizes to occupy the Vehicle.

1. **Nature of this Contract.** This Contract is solely for the purpose of creating a bailment that allows You to use the Vehicle as permitted by this Contract during the fixed term of this Contract. You acknowledge that the Vehicle is owned by the Lessor and title will not pass to You unless and until the Vehicle is purchased and paid for in full pursuant to a separately signed Buyers Order. The rental payments paid pursuant to this Lease do not apply towards the purchase price of the Vehicle. No one other than Lessor may transfer the Vehicle or any rights or obligations under this Contract. Any attempted transfer of the Vehicle by anyone other than Lessor is void. You are not an agent of Lessor. **LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE VEHICLE IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE.**
2. **Statutory Notice:** Failure to return rented property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are *prima facie* evidence of intent to defraud, punishable in accordance with Section 812.155, Florida Statutes.

Lessee's Initials: H. J. M. Spelman

3. **Your Responsibilities.**

(a) You will comply with the Lessee's responsibilities described in the following set up and removal procedures:

- (i) It will be your responsibility for clearing the area where the Vehicle will be located. Lessor's personnel is not authorized to remove, trim, or cut trees or limbs. We must have adequate space for setting up the Vehicle in the desired location. You must assure that the location is level prior to taking delivery.
- (ii) Lessor's staff will lower the trailer's stabilizers and level the trailer and provide blocks as required.
- (iii) Lessor will provide User with up to a total of 150 feet of water hose for your city water system or well. Any supplemental pumps or other equipment are your responsibility.
- (iv) Lessor will provide User with a 30-amp 120-volt receptacle box recommended for hook-up to an electrical outlet.
- (v) The leased Vehicle is equipped with holding tanks for waste water and sewage, which You and/or User will be required to drain on a regular basis. Lessor will provide User with a sewer hose to empty those tanks. The tanks must be emptied prior to returning the Vehicle to avoid a dump charge. Only RV products (e.g., toilet tissue, tank chemicals) may be used in the Vehicle. Failure to follow provided operating procedures may result in damage to the tanks for which You will be responsible.
- (vi) You will be responsible for locating your sewer clean out in order for Lessor to connect your sewer hose.
- (vii) Lessor will provide User with two full propane tanks. You are responsible for refilling the tanks.
- (viii) You will be responsible for the return of all manuals and remote controls. You will reimburse Lessor it's actual costs, not to exceed \$500.00, if the complete lot pack and all its contents is not returned. A fee of \$100.00 will be assessed for each missing remote.

- (ix) THE LEASED VEHICLE IS EQUIPPED WITH AN AWNING – IT MUST NOT BE LEFT OUT IN WEATHER WHICH MAY DAMAGE IT INCLUDING, BUT NOT LIMITED TO, WIND, HAIL OR RAIN. YOU WILL BE RESPONSIBLE FOR DAMAGE TO THE AWNING OR FOR ANY DAMAGE IT CAUSES.
 - (x) **Maintenance and Breakdown Responsibility:** Instructions and procedures for maintenance expense reimbursement are provided at time of rental. You may be held responsible for mechanical damage due to negligence in Vehicle operation or failure to provide normal maintenance. In the event the Vehicle is in breakdown repair for 12 hours or more, through no fault of yours, Lessor's responsibility to You is limited to refund of daily rate or portion thereof. Radio, air conditioning, refrigerator, microwave and appliances, and generator malfunctions are not considered breakdowns and no refunds are available for repair time to these items.
- (b) **PAYMENT** – YOU UNDERSTAND THAT THIS AGREEMENT IS BETWEEN YOU AND LESSOR AND THAT YOU ARE RESPONSIBLE FOR PAYMENT EVEN IF AN INSURANCE COMPANY OR FEDERAL OR STATE AGENCY HAS GUARANTEED PAYMENT. BILLING INQUIRIES SHOULD BE DIRECTED TO (800) 626-7800, EXT. 4002. ESTIMATED RENTAL CHARGE PREPAYMENT MAY BE REQUIRED IN FULL IN ADVANCE, AT LESSOR'S SOLE DISCRETION.

In addition to the charges described in this Contract, You may also be responsible for the following charges, if applicable:

- (i) Late Return – a fee of \$50.00 for each day that possession of the Vehicle is not provided to Lessor at the end of the term. If access to the Vehicle is restricted for any reason when Lessor attempts to pick up the Vehicle, You will be responsible for this late charge. The Rental Day is based on number of nights the Vehicle is used. Each night constitutes a Rental Day.
 - (ii) Cleaning – A cleaning charge of \$250.00 will be assessed if the Vehicle is returned in an unclean condition.
 - (iii) Any past due payment will accrue monthly interest at the rate of 1.5% until it is paid in full.
 - (iv) Holding Tank – Holding tanks must be emptied prior to return of the Vehicle or Lessee is subject to an additional dump charge of up to \$250.00.
 - (v) Early Return – No refunds will be paid for the early return of Vehicle.
 - (vi) Security Deposit – A security deposit equal to one month's rental payment is required at contract signing. Upon return, all charges, if any, are balanced against the security deposit and a credit or check issued to cover the refund. (Provision "vii" has been waived for units leased to the City of Key West).
- (c) **Personal Belongings** – Lessor is not responsible for any damage to or loss of any personal property left in the Vehicle belonging to You or any others. By executing this Contract, You release Lessor, its agents and employees from any claim for loss of or damage to your or anyone else's property which occurs at any time during the lease of the Vehicle.
- (d) **Vehicle Return** – The Vehicle must be released to Lazydays at the date and time specified in this Contract. The Vehicle must be returned to Lazydays in the same condition as received, except for ordinary wear and tear. Lessee is responsible to pay for any damage, repair, or missing appliances or equipment caused during Lessee's use, regardless of fault, except for ordinary wear and tear. Your responsibility will not exceed the fair market value of the Vehicle at the time of loss or damage, less salvage value, plus, as permitted by law, actual towing, storage and impound fees, loss of use, diminished value and other related expenses. Any and all damage or repair caused while the Vehicle is moved by Lessee will be Lessee's responsibility as the Vehicle may not be moved for any reason.
- (e) **Extension of Lease Term** – In order to extend the lease term, a separate Extension Addendum must be signed and agreed upon by both parties. Notice of Lessee's intent to extend the lease must be provided to Lessor in writing,

consistent with Paragraph No. 14 below, at least 30 days prior to the end of the original term. Lease payments for the extended term must be paid in advance of the expiration of the original term.

4. **Lessor's Responsibilities.** Lessor will hook up the trailer to an electrical outlet to be provided by Lessee within 30 feet of the trailer. Lessor will give User a walk-through to explain the operation of the Vehicle. Lessor will fix any mechanical failures not caused by Lessee's abuse or misuse within a reasonable length of time after the failure is reported.

If the Vehicle is destroyed or rendered uninhabitable by a third party, an act of God or any other cause which is not the responsibility of Lessee, Lessee will cooperate with Lessor in submitting an insurance claim pursuant to Lessor's coverage, but Lessor is not responsible to replace or repair the unit. In such an event, Lessee will not be responsible to pay rent during the time period between the occurrence of the damage and the replacement or repair of the unit.

Lessor will provide mobile repair service to You for covered warranty repairs during your rental contract term in a reasonable time frame. A copy of the warranty is available in the handbook provided at delivery or upon request prior to delivery. Service may be discontinued at Lessor's discretion if Lessee is in arrears. Lessor assumes responsibility for the Vehicle itself, however, any improvements to the property, such as electrical or plumbing, are the responsibility of the Lessee. Lessor will remove the Vehicle from your site when the Contract has expired.

5. **Prohibited Use of Vehicle.** Any use of the Vehicle which is prohibited by the Contract or any failure to fulfill your responsibilities under this Contract will breach this Contract; will void any limitation of your responsibility under the Contract, and make You fully responsible for Lessor's actual and consequential damages, expenses, and attorney's fees and court costs resulting from that breach. Attorney's fees and court costs will only be paid if Lessor prevails in any dispute and/or lawsuit. **LESSEE AND USER MAY NOT:**

- (a) Move the Vehicle.
- (b) Sub-lease the Vehicle to any others. This provision does not apply to Lessee providing the Vehicle to an authorized User. Lessee will provide a list of Users to Lessor prior to delivery.
- (c) Operate the Vehicle in violation of any federal or applicable state, provincial, or local laws, rules, regulations, or ordinances.
- (d) Use the Vehicle for any illegal purpose or to carry explosives or other hazardous materials or wastes.
- (e) Occupy the Vehicle in a reckless or abusive manner which causes damage to the interior or exterior of the Vehicle.
- (f) Allow placement of objects or persons, for any purpose, on the roof of the Vehicle, including in a parked position for viewing.
- (g) Allow placement of signs, lettering, painting, or other legend or loudspeakers or other sound apparatus on the Vehicle.
- (h) Modify, disassemble or change Vehicle in any way including, but not limited to, adding optional equipment.
- (i) Remove any appliance or component from the Vehicle.
- (j) Smoke in the Vehicle. Failure to comply with this provision will result in a \$400.00 cleaning charge.

6. **Lessor Limitation of Liability.**

- (a) **NO CONSEQUENTIAL DAMAGES.** NOTWITHSTANDING ANY PROVISION IN THE CONTRACT TO THE CONTRARY, LESSOR SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS AND LOSS OF USE IN CONNECTION WITH OR ARISING OUT OF THE USE, OPERATION OR BREAKDOWN OF THE VEHICLE.
- (b) **Mechanical Problems.** – You and/or User are responsible for promptly reporting any and all Vehicle problems, including but not limited to leaks, and claims for reimbursement to Lessor. Mechanical failure must be promptly

reported to Lessor at (800) 626-7800, ext. 4223. All claims for reimbursement must be approved by Lessor prior to work being performed. All reimbursement claims must be supported by paid receipts and replaced parts where applicable. You must promptly pay for any repair caused by your misuse or abuse.

7. **Indemnification and Hold Harmless.** You agree to indemnify Lessor against any claim caused by your breach consistent with the limitations in Fla. Stat. Section 768.28.
8. **Waiver of Jury Trial.** I agree that any and all actions of any kind relating to the Vehicle or this Contract will be decided by a circuit court judge rather than a jury.
9. **Applicable Law, Venue and Fees.** This Contract and all negotiations and discussions between You and Lessor are governed by Florida law.
10. **Severability.** Lessor and Lessee agree that if any paragraphs or provision of this Contract is for any reason unenforceable, the rest of the Contract will be valid.
11. **Substitutions.** Lessor will make every effort to provide Lessee with the model requested. Lessor reserves the right to substitute models of similar or higher grade. Should a model of lower grade be offered and accepted, liability will be limited to refund of price differential between model paid for and model taken.
12. **Optional Use Generator.** If Lessee chooses to use a generator, an extra charge will accrue at \$3.00 per hour as determined by an installed running time meter.
13. **Pets.** Pets are welcome at Lazydays. Lessee agrees to clean up after their pet and return unit in same condition as received, or be subject to a cleaning fee of \$250.00.
14. **Notice.** Any notice by Lessee to Lazydays, including but not limited to requests for service work or requests for lease extensions or requests for Lazydays to pick up the Vehicle, must be made in writing to Lazydays via Certified U.S. Mail. Notices must be sent to the attention of Lazydays' Leasing Department. Lessee must provide Lazydays at least 30 days' notice to pick up the Vehicle.

I AGREE TO ALL OF THE TERMS AND OBLIGATIONS SET FORTH IN THE PRECEDING PAGES.

LESSEE

Dixie M. Spehar

LESSEE

Sign Name

Sign Name

Dixie M. Spehar, Mayor

Print Name

Print Name

November 16, 2005

Date

Date

LESSOR

Patrick L. O'Leary

Sign Name

Patrick L. O'Leary

Print Name

11-15-05

Date

(SEAL)
ATTEST: CARRY L. KOLHAGE CLERK
BY *James H. Henshaw*
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Natleene W. Cassel
NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 11/16/05